

SOLID AND HAZARDOUS  
WASTE DIVISION

AUG 17 2012

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**Certified Mail**  
**Return Receipt Requested**



August 9, 2012

Mr. Charles Plymale  
Solid and Hazardous Waste Division  
Wyoming Department of Environmental Quality  
510 Meadowview  
Lander, Wyoming 82520



Re: Sinclair Wyoming Refining Company  
Notice of Violation Docket No. 4967-12  
Settlement Agreement

Dear Mr. Plymale:

Enclosed are two original signed copies of the Settlement Agreement for NOV Docket No. 4967-12. Please sign both of the original copies, keep one for your records, and return one copy to Mr. Mike Achacoso at SWRC, P.O. Box 277, Sinclair, WY 82334.

If you should have any questions, please contact John Pfeffer, Environmental Manager at (307) 328-3548.

Sincerely,

Mike Achacoso  
Refinery Manager

MA/jfp

Enclosures

cc: Bob Breuer, SHWD/Casper  
Matt Buchholz, SHWD/Cheyenne  
Joseph Maffuccio, SOC  
Lynn Hart, SOC  
John Pfeffer, SWRC (RC)  
Environmental Reader File

**Sinclair Wyoming Refining Company**

P.O. BOX 277, SINCLAIR, WYOMING 82334  
AREA CODE (307) 324-3404



## **SETTLEMENT AGREEMENT**

The Wyoming Department of Environmental Quality (DEQ), Solid and Hazardous Waste Division (SHWD) and Sinclair Wyoming Refining Company (SWRC), a Wyoming corporation, enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in the Notice of Violation, Docket No. 4967-12, dated March 8, 2012 ("NOV"). The NOV alleges that SWRC is in violation of the **Wyoming Environmental Quality Act (Act)**, specified **Solid and Hazardous Waste Rules and Regulations**, and specified permit conditions.

W.S. § 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including the payment of a penalty, requirement of compliance schedules, or other settlement conditions, in lieu of litigation. To that end, SWRC and the DEQ/SHWD hereby stipulate and agree as follows.

1. The DEQ/SHWD is responsible for administering and enforcing the Act and the Solid and Hazardous Waste Rules and Regulations under W.S. 35-11-501(b).
2. SWRC operates a refinery in Sinclair, Wyoming, that is the subject of the NOV.
3. Count 1 of the NOV alleges that SWRC failed to have sufficient aisle space to allow unobstructed movement of personnel and equipment to assure proper storage of the hazardous waste drum and bulb crusher hazardous waste container. The hazardous waste satellite accumulation container (light bulb crusher container) was not in control of the waste generating process operator [HWRR, Chapter 8, 3(e)(iii) and HWRR, Chapter 11, 5(f) and Chapter 8, 3(e)(i)(D)]. To resolve Count 1 SWRC corrected the violation and SWRC agrees to pay the stipulated penalty identified in Paragraph 10.
5. Count 2 of the NOV alleges that SWRC failed to have records documenting that the required initial and refresher hazardous waste training has been given to and completed by facility personnel. [HWRR, Chapter 8, 3(e)(i)(D); Chapter 11, 4(g)(iv)(D)] To resolve Count 2 SWRC corrected the violation by providing DEQ with the proper training records. DEQ waived the penalty for this count.
6. Count 3 of the NOV alleges that SWRC does not inspect all hazardous waste containers for leakage and corrosion at least weekly. [HWRR, chapter 8, Section 3(e)(i)(A)(I)] To resolve Count 3 SWRC corrected the violation by changing to a new weekly inspection log to identify each hazardous waste container. DEQ waived the penalty for this count.
7. Count 4 of the NOV alleges that SWRC failed to properly label/mark hazardous waste containers with the wording "Hazardous Waste". [HWRR, chapter 8, Section 3(e)(i)(C)] To resolve Count 4 SWRC corrected the violation and SWRC agrees to pay the stipulated penalty identified in Paragraph 10.





8. Count 5 of the NOV alleges that SWRC failed to clearly date hazardous waste containers. [HWRR, Chapter 8, Section 3 e(i)(B)] To resolve Count 5 SWRC corrected the violation and SWRC agrees to pay the stipulated penalty identified in Paragraph 10.

9. Count 6 of the NOV alleges that SWRC failed to update the job title and description are not current for facility personnel and does not contain all information required by the regulation. [HWRR, Chapter 11, Section 4(g)(iv)(A) and (B)] To resolve Count 6 corrected the violation and SWRC agrees to pay the stipulated penalty identified in Paragraph 10.

10. In accordance with this Settlement Agreement and to resolve all of the allegations of the NOV, SWRC agrees to pay a stipulated monetary penalty of four thousand three hundred dollars and no cents (\$4,300.00). The payment of the stipulated monetary penalty shall be made no later than 30 days after the effective date of this Settlement Agreement by check noting DEQ Docket No. 4967-12 and payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: WDEQ/SHWD, Tim Link, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.

11. SWRC's full compliance with the terms of this Settlement Agreement, shall constitute satisfaction for all present and future claims by DEQ against SWRC based on the acts or omissions alleged to be violations in the NOV. Contingent on SWRC's full compliance with the terms of this Settlement Agreement, DEQ will not take further enforcement action against SWRC for these specified alleged acts or omissions.

12. SWRC, by entering this Agreement, does not concede or admit to any liability or fault, and this Agreement constitutes no admission of liability or fault.

13. SWRC waives any statute of limitations which may apply to an enforcement action by the DEQ/SHWD involving the specific acts or omissions alleged in Notice of Violation No. 4713-10 in the event the SWRC fails to fulfill its obligations under this Settlement Agreement.

15. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties to enforce the Settlement Agreement.

16. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.

17. This Settlement Agreement is binding upon SWRC, its successors and assigns, and upon the DEQ.

18. This Settlement Agreement may only be amended in writing, signed by both parties.



19. The State of Wyoming and the Department of Environmental Quality, Solid and Hazardous Waste Division, do not waive sovereign immunity by entering into this Settlement Agreement, and specifically retain all immunity and all defenses to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

20. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

21. This Settlement Agreement is effective and binding when signed by both parties to this Settlement Agreement.

SINCLAIR WYOMING REFINING COMPANY

By: Mike Acharoso



Name: MICHAEL ACHAROSO

Title: VICE PRESIDENT

Date: 8.9.12

THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Carl Anderson

Name: CARL ANDERSON

Title: ADMINISTRATOR

Date: 8/28/2012

